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8 **UNITED STATES DISTRICT COURT**
9 **SOUTHERN DISTRICT OF CALIFORNIA**
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11 GAMETEK LLC,

Case No.: 3:12-cv-501-BEN-RBB

12 Plaintiff,

**ORDER GRANTING JOINT MOTION
FOR ENTRY OF PROTECTIVE ORDER
[ECF NO. 162]**

13 v.

14 FACEBOOK, INC.; ET AL.,

15 Defendants.

16 AND ALL RELATED COUNTERCLAIMS.
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19 Pursuant to Rule 26(c) of the Federal Rules of Civil Procedure, all Parties to this lawsuit
20 have stipulated and agreed to the terms and entry of, and the Court hereby orders the parties to abide
21 by, this Protective Order.

22 The Court recognizes that at least some of the documents and information ("materials")
23 being sought through discovery in the above-captioned action are, for competitive or other reasons,
24 normally kept confidential by the parties. Public dissemination and disclosure of these materials
25 could injure or damage the party disclosing or producing the materials and could place that party at a
26 competitive disadvantage. Therefore, to protect the confidentiality of these materials and facilitate
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1 designating the Confidential Information. "Receiving Party" refers to the party receiving or
2 inspecting the Confidential Information.

3 (a) Designation as "CONFIDENTIAL": Any party may designate information as
4 "CONFIDENTIAL" only if, in the good faith belief of such party and its counsel, the
5 unrestricted disclosure of such information could be potentially prejudicial to the business or
6 operations of such party.
7

8 (b) Designation as "CONFIDENTIAL – FOR OUTSIDE COUNSEL ONLY": Any party may
9 designate information as "CONFIDENTIAL – FOR OUTSIDE COUNSEL ONLY" only if,
10 in the good faith belief of such party and its counsel, the information is among that
11 considered to be most sensitive by the party, including but not limited to trade secret or other
12 confidential research, development, financial or other commercial information, and that a
13 designation of "Confidential" would not provide adequate protection to the interests of the
14 designating party.
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16 (c) Designation as "HIGHLY CONFIDENTIAL – SOURCE CODE": Any party may designate
17 information as "HIGHLY CONFIDENTIAL – SOURCE CODE" only if, in the good faith
18 belief of such party and its counsel, the information is among that considered to be
19 representing computer code, disclosure of which to another Party or Non-Party would create
20 a substantial risk of serious harm that could not be avoided by less restrictive means.
21

22 5. In the event the producing party elects to produce materials for inspection, no marking need
23 be made by the producing party in advance of the initial inspection. For purposes of the initial
24 inspection, all materials produced will be considered as "CONFIDENTIAL – FOR OUTSIDE
25 COUNSEL ONLY," and must be treated as such pursuant to the terms of this Order. Thereafter,
26 upon selection of specified materials for copying by the inspecting party, the producing party must,
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1 within a reasonable time prior to producing those materials to the inspecting party, mark the copies
2 of those materials that contain Confidential Information with the appropriate confidentiality
3 marking.

4 6. Whenever a deposition taken on behalf of any party involves a disclosure of Confidential
5 Information of any party:
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7 (a) the deposition or portions of the deposition must be designated as containing Confidential
8 Information subject to the provisions of this Order; such designation must be made on the
9 record whenever possible, but a party may designate portions of depositions as containing
10 Confidential Information after transcription of the proceedings; a party will have until
11 fourteen (14) days after receipt of the deposition transcript to inform the other party or
12 parties to the action of the portions of the transcript to be designated "CONFIDENTIAL" or
13 "CONFIDENTIAL – FOR OUTSIDE COUNSEL ONLY" or "HIGHLY CONFIDENTIAL
14 – SOURCE CODE;"
15

16 (b) the disclosing party will have the right to exclude from attendance at the deposition, during
17 such time as the Confidential Information is to be disclosed, any person other than the
18 deponent, counsel (including their staff and associates), the court reporter, and the person(s)
19 agreed upon pursuant to paragraphs 7-11 below; and
20

21 (c) the originals of the deposition transcripts and all copies of the deposition must bear the
22 legend "CONFIDENTIAL" or "CONFIDENTIAL – OUTSIDE COUNSEL ONLY" or
23 "HIGHLY CONFIDENTIAL – SOURCE CODE" as appropriate, and the original or any
24 copy ultimately presented to a court for filing must not be filed unless it can be accomplished
25 under seal, identified as being subject to this Order, and protected from being opened except
26 by order of this Court.
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1 7. Confidential Information shall not be used or shown, disseminated, copied, or in any way
2 communicated to anyone for any purpose whatsoever, except as provided for in the following
3 provisions. All Confidential Information designated as "CONFIDENTIAL" or "CONFIDENTIAL –
4 FOR OUTSIDE COUNSEL ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" must not
5 be disclosed by the receiving party to anyone other than those persons designated within this order
6 and must be handled in the manner set forth below and, in any event, must not be used for any
7 purpose other than in connection with this litigation, unless and until such designation is removed
8 either by agreement of the parties, or by order of the Court. In addition, any provisions generally
9 referring to "Confidential Information" or materials marked "CONFIDENTIAL" apply not only to
10 materials designated "CONFIDENTIAL" but also automatically apply to materials designated
11 "CONFIDENTIAL – FOR OUTSIDE COUNSEL ONLY" or "HIGHLY CONFIDENTIAL –
12 SOURCE CODE".
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15 8. Information designated "CONFIDENTIAL – FOR OUTSIDE COUNSEL ONLY" or
16 "HIGHLY CONFIDENTIAL – SOURCE CODE" must be viewed only by outside counsel (as
17 defined in paragraph 3) of the receiving party, and by independent experts under the conditions set
18 forth in this Paragraph. The right of any independent expert to receive any Confidential Information
19 will be subject to the advance approval of such expert by the producing party or by permission of the
20 Court. The party seeking approval of an independent expert must provide the producing party with
21 the name and curriculum vitae of the proposed independent expert, an executed copy of the form
22 attached hereto as Exhibit A, a current list of all other cases in which, during the previous four (4)
23 years, the witness provided an expert report or testified as an expert at trial or by deposition; seven
24 (7) days in advance of providing any Confidential Information of the producing party to the expert.
25
26 If a party objects to the disclosure of Confidential Information to an independent consultant or
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1 expert, the objecting party may serve written objections on all parties, identifying with particularity
2 the basis for that objection. Such objections shall not be unreasonably made. Service of the
3 objections shall be made by personal delivery, facsimile, e-mail, or by overnight delivery, within
4 five (5) business days after the date of receipt of the identification of the independent consultant or
5 expert. No disclosure of Confidential Information may be made to such independent consultant or
6 expert until after the expiration of such period for making objections and no objection has been
7 made. The parties shall meet and confer in good faith to resolve objections made to any independent
8 consultant or expert. If the parties cannot agree on disclosure of Confidential Information to the
9 proposed independent consultant or expert, the objecting party shall have an additional seven (7)
10 business days after the meet and confer in which to file a motion for an Order forbidding disclosure
11 to the proposed independent consultant or expert. On any such motion, the objecting party shall have
12 the burden of proof and no disclosure of Confidential Information may be made until after the
13 validity of the objection has been resolved, either by negotiation or the Court.

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16 9. Information designated "CONFIDENTIAL" must be viewed only by outside and in-house
17 counsel (as defined in paragraph 3) of the receiving party, by the Court, by independent experts
18 (pursuant to the terms of paragraph 8), and by the additional individuals listed below, provided each
19 such individual has read this Order in advance of disclosure and has agreed in writing to be bound
20 by its terms:
21

22 (a) Executives who are required to participate in policy decisions with reference to this action;

23 (b) Technical personnel of the parties with whom Counsel for the parties find it necessary to
24 consult, in the discretion of such counsel, in preparation for trial of this action; and
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26 (c) Stenographic and clerical employees associated with the individual identified above.
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1 10. Information designated "CONFIDENTIAL – FOR OUTSIDE COUNSEL ONLY" must be
2 viewed only by outside counsel (as defined in paragraph 3 of the receiving party), by the
3 Court, by independent experts (pursuant to the terms of paragraph 8), and by the additional
4 individuals listed below:

5 (a) Technical personnel of the parties with whom Counsel for the parties find it necessary to
6 consult, in the discretion of such outside counsel, in preparation for trial of this action; and
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8 (b) Stenographic and clerical employees associated with the individual identified above.

9 11. With respect to material designated "CONFIDENTIAL" or "CONFIDENTIAL – FOR
10 OUTSIDE COUNSEL ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE," any person
11 indicated on the face of the document to be its originator, author or a recipient of a copy of the
12 document, may be shown the same.
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14 12. All information which has been designated as "CONFIDENTIAL" or "CONFIDENTIAL –
15 FOR OUTSIDE COUNSEL ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE" by the
16 producing or disclosing party, and any and all reproductions of that information, must be retained in
17 the custody of the outside counsel for the receiving party identified in paragraph 3, except that
18 independent experts authorized to view such information under the terms of this Order may retain
19 custody of copies such as are necessary for their participation in this litigation.
20

21 13. No items will be filed under seal without a prior application to, and order from, the judge
22 presiding over the hearing or trial. Only when the judge presiding over the hearing or trial permits
23 filing an item or items under seal may confidential material filed with the Court be filed in a sealed
24 envelope or other container marked on the outside with the caption of this action and the following
25 statement:
26

27 "CONFIDENTIAL -- SUBJECT TO PROTECTIVE ORDER."
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1 If any person fails to file protected documents or information under seal, any party to this lawsuit
2 may request that the Court place the filing under seal.

3 Whenever the Court grants a party permission to file an item under seal, a duplicate disclosing
4 all nonconfidential information shall be filed and made part of the public record. The item may be
5 redacted to eliminate confidential material from the public document. The public document shall be
6 titled to show that it corresponds to an item filed under seal, e.g., "Redacted Copy of Sealed
7 Declaration of John Smith in Support of Motion for Summary Judgment." The sealed and redacted
8 documents shall be filed simultaneously.

9
10 The Clerk of this Court is directed to maintain under seal all documents and transcripts of
11 deposition testimony and answers to interrogatories, admissions and other pleadings filed under seal
12 with the Court in this litigation that have been designated, in whole or in part as "CONFIDENTIAL"
13 or "CONFIDENTIAL – FOR OUTSIDE COUNSEL ONLY" or "HIGHLY CONFIDENTIAL –
14 SOURCE CODE" information by a party to this action.

15
16 14. At any stage of these proceedings, any party may object to a designation of the materials as
17 Confidential Information. The party objecting to confidentiality must notify, in writing, counsel for
18 the designating party of the objected-to materials and the grounds for the objection. If the dispute is
19 not resolved consensually between the parties within seven (7) days of receipt of such a notice of
20 objections, the objecting party may move the Court for a ruling on the objection. The materials at
21 issue must be treated as Confidential Information, as designated by the designating party, until the
22 Court has ruled on the objection or the matter has been otherwise resolved.

23
24 15. All Confidential Information must be held in confidence by those inspecting or receiving it,
25 and must be used only for purposes of this action. Counsel for each party, and each person receiving
26 Confidential Information must take reasonable precautions to prevent the unauthorized or
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1 inadvertent disclosure of such information. If Confidential Information is disclosed to any person
2 other than a person authorized by this Order, the party responsible for the unauthorized disclosure
3 must immediately bring all pertinent facts relating to the unauthorized disclosure to the attention of
4 the other parties and, without prejudice to any rights and remedies of the other parties, make every
5 effort to prevent further disclosure by the party and by the person(s) receiving the unauthorized
6 disclosure.
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8 16. Source Code

9 i. Any source code produced in discovery shall be made available for inspection, in a
10 format allowing it to be reasonably reviewed and searched, during normal business hours or at other
11 mutually agreeable times, at an office of the Producing Party's counsel or another mutually agreed
12 upon location. The number of separate days of source code inspection for any Receiving Party shall
13 not exceed fifteen (15) per Producing Party without good cause. Should a Receiving Party wish to
14 conduct inspections in excess of this, the Receiving Party may request a meet and confer to discuss
15 the need for additional days of inspection.
16

17 The source code shall be made available for inspection on a secured computer in a secured
18 room without Internet access or network access to other computers, and the Receiving Party shall
19 not copy, remove, or otherwise transfer any portion of the source code onto any recordable media or
20 recordable device (including paper notes). The Receiving Party may not take any form of camera or
21 computer storage device into the source code viewing room, except that cellular
22 telephones/smartphones which may include a camera and laptop computers which may include a
23 camera shall be permitted in the source code viewing room, so long as any such camera is covered
24 with masking tape or the equivalent while the device is in the source code viewing room. The
25 Producing Party may visually monitor the activities of the Receiving Party's representatives during
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1 any source code review, but only to ensure that there is no unauthorized recording, copying, or
2 transmission of the source code. No copies of all or any portion of the source code may leave the
3 room in which the source code is inspected except as otherwise provided in this Protective Order.
4 Further, no other written or electronic record of the source code is permitted except as otherwise
5 provided in this Protective Order.
6

7 ii. The Receiving Party may request paper copies of limited portions of source code that are
8 reasonably necessary for the preparation of court filings, pleadings, expert reports, or other papers,
9 or for deposition or trial, but shall not request paper copies for the purposes of reviewing the source
10 code other than electronically as set forth in this section in the first instance. The Producing Party
11 shall provide all such source code in paper form including bates numbers and the label "HIGHLY
12 CONFIDENTIAL - SOURCE CODE."
13

14 If the Receiving Party chooses to request or print source code, such printouts are to be of minimum
15 10-point, fixed-width font, and shall not exceed sixty-five (65) lines of text per page. Additionally,
16 except as otherwise provided herein, the Receiving Party shall not print any continuous block of
17 HIGHLY CONFIDENTIAL – SOURCE CODE material that results in more than 50 printed pages.
18 If the Receiving Party wishes to print or have printed more than 750 pages in aggregate per
19 Producing Party during the case, the Receiving Party may request a meet and confer to discuss the
20 printing of additional code.
21

22 iii. The Receiving Party shall maintain a record of any individual who has inspected any portion
23 of the source code in electronic or paper form. The Receiving Party shall maintain all paper copies
24 of any printed portions of the source code in a secured, locked area. The Receiving Party shall not
25 create any electronic or other images of the paper copies and shall not convert any of the information
26 contained in the paper copies into any electronic format. The Receiving Party shall only make
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1 additional paper copies if such additional copies are (1) necessary to prepare court filings, pleadings,
2 or other papers (including a testifying expert's expert report), (2) necessary for deposition, or (3)
3 otherwise necessary for the preparation of its case. Any paper copies used during a deposition shall
4 be retrieved by the Producing Party at the end of each day and must not be given to or left with a
5 court reporter or any other individual. The Receiving Party that wants to use any source code at a
6 deposition may, no earlier than fourteen (14) days prior to any such deposition, make only as many
7 copies, and only of the specific pages, as the Receiving Party intends to actually use at the
8 deposition. If the Receiving Party requests to use the entire printed source code at a deposition, the
9 parties shall meet and confer. The Receiving Party shall retain the original of any such exhibit,
10 which shall not be appended to the transcript of the deposition, and shall provide a copy of the
11 original exhibit to the Producing Party. At the conclusion of the deposition, the Receiving Party will
12 collect all other copies of the source code.

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15 All paper copies of source code shall be securely destroyed in a timely manner if they are no
16 longer in use (*e.g.*, at the conclusion of a deposition). Copies of source code that are marked as
17 deposition exhibits shall not be provided to the Court Reporter or attached to deposition transcripts;
18 rather, the deposition record will identify the exhibit by its production numbers and the exhibit shall
19 be handled as provided in the previous paragraph. Subject to this paragraph, if the deposition
20 exhibit has been marked up or altered in any way by the deponent, the Receiving Party shall store
21 the exhibit in the same way paper copies of the source code are stored.
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24 17. At any time after the delivery of Confidential Information, counsel for the party or parties
25 receiving the Confidential Information may challenge the Confidential designation of all or any
26 portion thereof by providing written notice thereof to counsel for the party disclosing or producing
27 the Confidential Information. If the parties are unable to agree as to whether the confidential
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1 designation of discovery material is appropriate, the party or parties receiving the Confidential
2 Information wishing to contest the designation may file a motion with the Court with regard to any
3 Confidential Information in dispute. Upon the filing of such a motion by the Receiving Party or
4 Parties, the Party or Parties producing the Confidential Information shall have the burden of
5 establishing that the disputed Confidential Information is entitled to confidential treatment. All
6 Confidential Information is entitled to confidential treatment pursuant to the terms of this Order until
7 and unless the parties formally agree in writing to the contrary or a contrary determination is made
8 by the Court as to whether all or a portion of any Confidential Information is entitled to confidential
9 treatment.
10

11 18. To the extent that Confidential Information is used in depositions, at hearings, or at trial,
12 such documents or information shall remain subject to the provisions of this Order, along with the
13 transcript pages of the deposition testimony and/or trial testimony referring to the Confidential
14 Information contained therein.
15

16 19. No party will be responsible to another party for disclosure of Confidential Information
17 under this Order if the information in question is not labeled or otherwise identified as such in
18 accordance with this Order.
19

20 20. If a party, through inadvertence, produces any Confidential Information without labeling
21 or marking or otherwise designating it as such in accordance with this Order, the designating party
22 may give written notice to the receiving party that the document or thing produced is deemed
23 Confidential Information, and that the document or thing produced should be treated as such in
24 accordance with that designation under this Order. The receiving party must treat the materials as
25 confidential, once the designating party so notifies the receiving party. If the receiving party has
26 disclosed the materials before receiving the designation, the receiving party must notify the
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1 designating party in writing of each such disclosure. Counsel for the parties will agree on a mutually
2 acceptable manner of labeling or marking the inadvertently produced materials as
3 "CONFIDENTIAL" or "CONFIDENTIAL–FOR OUTSIDE COUNSEL ONLY" or “HIGHLY
4 CONFIDENTIAL – SOURCE CODE.” In addition, the Receiving Party shall use its best efforts to
5 promptly collect any copies of disclosed material that have been provided to individuals other than
6 those authorized under this Protective Order, and if collected, shall destroy or return them to the
7 Producing Party. Inadvertent or unintentional production of "CONFIDENTIAL" or
8 "CONFIDENTIAL–FOR OUTSIDE COUNSEL ONLY" or “HIGHLY CONFIDENTIAL –
9 SOURCE CODE” documents or information that are not so designated shall not be deemed a waiver
10 in whole or in part of a claim for treatment as "CONFIDENTIAL" or "CONFIDENTIAL–FOR
11 OUTSIDE COUNSEL ONLY" or “HIGHLY CONFIDENTIAL – SOURCE CODE.”
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14 21. Nothing within this order will prejudice the right of any party to object to the production of
15 any discovery material on the grounds that the material is protected as privileged or as attorney work
16 product.
17

18 22. Nothing in this Order will bar counsel from rendering advice to their clients with respect to
19 this litigation and, in the course thereof, relying upon any information designated as Confidential
20 Information, provided that the contents of the information must not be disclosed.
21

22 23. This Order will be without prejudice to the right of any party to oppose production of any
23 information for lack of relevance or any other ground other than the mere presence of Confidential
24 Information. The existence of this Order must not be used by either party as a basis for discovery
25 that is otherwise improper under the Federal Rules of Civil Procedure.
26

27 24. Nothing within this order will be construed to prevent disclosure of Confidential Information
28 if such disclosure is required by law or by order of the Court.

25. PROSECUTION BAR

Any Confidential Information is automatically subject to a prosecution bar. Any person who reviews or otherwise learns the contents of Confidential Information produced by another party may not participate, directly or indirectly, in the prosecution of any patent claims on behalf of any party, whether party to this action or not (other than on behalf of the party who produced the Confidential Information at issue), relating to the subject matter disclosed in U.S. Patent No. 7,076,445 from the time of receipt of such information through and including one (1) year following the entry of a final non-appealable judgment or order or the complete settlement of all claims against the party or parties whose Confidential Information was received or reviewed. These prohibitions are not intended to and shall not preclude counsel from advising on prior art in reexamination proceedings of any patent, but such counsel may not participate directly or indirectly in amending or adding claims in any reexamination or reissue proceedings on behalf of a patentee.

26. Upon final termination of this action, including any and all appeals, counsel for each party must, upon request of the producing party, return all Confidential Information to the party that produced the information, including any copies, excerpts, and summaries of that information, or must destroy same at the option of the receiving party, and must purge all such information from all machine-readable media on which it resides. If hard copy Confidential Information and copies (*e.g.*, printed source code) are destroyed, upon request from the Producing Party, outside counsel for the Receiving Party shall provide a certificate of destruction to the Producing Party. Confidential Information stored electronically (*e.g.*, document productions) shall be deleted; however, the Receiving Party is not required to purge Confidential Information from any archive, backup, or disaster recovery systems. Following request by the Producing Party, outside counsel for the Receiving Party shall provide a certificate of deletion to the Producing Party within 60 days after

1 such final termination. Notwithstanding the foregoing, counsel for each party may retain all
2 pleadings, briefs, memoranda, motions, and other documents filed with the Court that refer to or
3 incorporate Confidential Information, and will continue to be bound by this Order with respect to all
4 such retained information. Further, attorney work product materials that contain Confidential
5 Information need not be destroyed, but, if they are not destroyed, the person in possession of the
6 attorney work product will continue to be bound by this Order with respect to all such retained
7 information.
8

9 27. The restrictions and obligations set forth within this order will not apply to any information
10 that: (a) the parties agree should not be designated Confidential Information; (b) the parties agree, or
11 the Court rules, is already public knowledge; (c) the parties agree, or the Court rules, has become
12 public knowledge other than as a result of disclosure by the receiving party, its employees, or its
13 agents in violation of this Order; or (d) has come or will come into the receiving party's legitimate
14 knowledge independently of the production by the designating party. Prior knowledge must be
15 established by pre-production documentation.
16

17 28. This Order shall apply to the parties and any non-party from whom discovery may be sought
18 and who desires the protection of this Order. Thus, any non-party requested or required to produce
19 or disclose information in this proceeding, through subpoena or otherwise, may designate such
20 information pursuant to the terms of this Order.
21

22 29. This Order shall be binding upon the parties and their attorneys, successors, executors,
23 personal representatives, administrators, heirs, legal representatives, assigns, subsidiaries, divisions,
24 employees, agents, independent contractors, or other persons or organizations over which they have
25 control.
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1 30. Nothing in this Protective Order shall be construed as altering the scope of any common
2 interest privilege and/or joint defense privilege that may or may not exist.

3 31. The restrictions and obligations within this order will not be deemed to prohibit discussions
4 of any Confidential Information with anyone if that person already has or obtains legitimate
5 possession of that information.
6

7 32. Transmission by facsimile or electronic mail is acceptable for all notification purposes within
8 this order.

9 33. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its
10 modification by the Court in the future.
11

12 34. This Order may be modified by agreement of the parties, subject to approval by the Court. In
13 the event that a new party is added, substituted, or brought in, this Order will be binding on and
14 inure to the benefit of the new party, subject to the right of the new party to seek relief from or
15 modification of this Order.

16 35. The Court may modify the terms and conditions of this Order for good cause, or in the
17 interest of justice, or on its own order at any time in these proceedings.
18

19
20 IT IS SO ORDERED this 7th day of November, 2012.

21 
22 _____
23 Ruben B. Brooks, Magistrate Judge
24 United States District Court

25 **EXHIBIT A**
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27
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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

GAMETEK LLC,

Plaintiff(s),

vs.

FACEBOOK, INC.; ET AL.,

Defendant(s).

Case No.: 3:12-cv-00XXX-BEN-RBB

AGREEMENT TO BE BOUND
BY PROTECTIVE ORDER

AND ALL RELATED COUNTERCLAIMS.

I, _____, declare and say that:

1. I am employed as _____
by _____.

2. I have read the Protective Order entered in GAMETEK LLC v. FACEBOOK, INC.;
FACEBOOK OPERATIONS, LLC; FACEBOOK PAYMENTS, INC.; FACEBOOK SERVICES,
INC.; 6WAVES LLC f/k/a LOLAPPS INC. d/b/a 6WAVES LOLAPPS d/b/a SIX WAVES;
6WAVES TECHNOLOGIES, LLC f/k/a LOLAPPS INC. d/b/a 6WAVES LOLAPPS d/b/a IX
WAVES; 6WAVES US, INC. f/k/a LOLAPPS INC. d/b/a 6WAVES LOLAPPS d/b/a IX WAVES;
BIG VIKING GAMES INC. f/k/a TALLTREE GAMES; BUFFALO STUDIOS LLC; CIE
GAMES, INC.; CROWDSTAR INTERNATIONAL LIMITED; CROWDSTAR INC.;
CROWDSTAR NETWORK, LLC; ELECTRONIC ARTS INC. d/b/a EA INTERACTIVE d/b/a
PLAYFISH d/b/a POGO GAMES; FUNZIO, INC.; FUNZIO USA, INC.; ROCKYOU, INC.; SIX

1 WAVES INC. f/k/a LOLAPPS INC. d/b/a 6WAVES LOLAPPS d/b/a SIX WAVES; THEBROTH
2 INC.; WOOGA GMBH; ZYNGA INC.; and DIGITAL CHOCOLATE, INC., Case No. 3:12-cv-
3 00501-BEN-RBB, and have received a copy of the Protective Order.

4
5 3. I promise that I will use any and all “CONFIDENTIAL” or “CONFIDENTIAL – OUTSIDE
6 COUNSEL ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information, as defined in
7 the Protective Order, given to me only in a manner authorized by the Protective Order, and only to
8 assist counsel in the litigation of this matter.

9
10 4. I promise that I will not disclose or discuss such “CONFIDENTIAL” or “CONFIDENTIAL
11 – OUTSIDE COUNSEL ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information
12 with anyone other than the persons described in paragraphs 3 and 8-12 of the General Rules of this
13 Protective Order.

14
15 5. I acknowledge that, by signing this agreement, I am subjecting myself to the jurisdiction of
16 the United States District Court for the Southern District of California with respect to enforcement
17 of the Protective Order.

18
19 6. I understand that any disclosure or use of “CONFIDENTIAL” or “CONFIDENTIAL –
20 OUTSIDE COUNSEL ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information in
21 any manner contrary to the provisions of the Protective Order may subject me to sanctions for
22 contempt of court.

23
24 I declare under penalty of perjury that the foregoing is true and correct.

25 Date: _____
26
27
28